

Jenee K. Ciccarelli, Esq. (JC 0693)
Fitzgerald & Associates, P.C.
649 Newark Avenue
Jersey City, NJ 07306
(201)533-1100
Attorney for Debtor

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

-----xx
In Re:

Chapter 13

Case No.: 17-29824

Margarita Leonardo,

Hon. Stacey L. Meisel

Debtor.
-----xx

**CERTIFICATION OF DEBTOR IN OPPOSITION TO EARLY TERMINATION OF
LOSS MITIGATION**

I, Maryleny Leonardo, POA for Margarita Leonardo, the above-named debtor, hereby certify as follows:

1. I make this certification in response to the Specialized Portfolio Servicing (hereinafter "secured creditor" or "SPS").

2. The secured creditor has continually inaccurately reviewed and/or represented our account during the loan modification process. We fell behind on the mortgage and applied for a modification and have been fighting with the secured creditor to save our home ever since. We received a trial modification in 2009, we paid for 6 months and our payments were accepted. Debtor was denied a permanent modification, we didn't

understand why and were advised by the bank that our only course of action was to reapply.

3. Thereafter, we reapplied and received an "in house" modification in 2010. We made the trial payments on the in house modification and the secured creditor denied us a modification.

4. After the second denial in 2010, we turned to a lawyer for help. He was suppose to file a bankruptcy on our behalf so that we could push for the modification that we were denied and never filed. Debtor has hired 3 attorneys, including Fuster Law, who have all either given up, failed to do the work or went out of business during the case.

5. When we applied for a modification again we were denied for a modification for "breaking a previous plan." We appealed that decision to the bank because we did not break the Hamp Trial - we paid for 6 months and we did not break the in-house, we paid for 3 months. After an appeal and a qualified written request, the secured creditor finally disclosed to us that the account was marked "breaking the plan" because one of our 6 payments on the HAMP Trial bounced. The payment the secured creditor is referring to was our very first trial payment. It was immediately replaced and that replacement payment was accepted by the lender. We then continued to pay for 6 more months waiting for an answer from the lender only

to be denied, reapply, pay and be denied again.

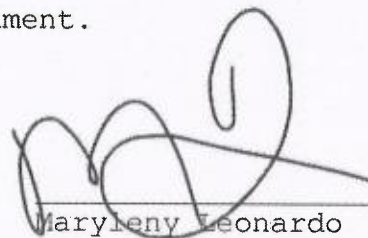
6. We were advised that we could not qualify for HAMP Tier I due to the broken plan, but we were able to apply to HAMP Tier II. We applied to HAMP Tier II but we were denied for NPV because the secured creditor advised that our house had too much value. We hired an appraiser and had the house appraised at our own expense and then appealed with the house value. The creditor made the adjustment on the value and re-reviewed our file. However, then the secured creditor refused to reduce the interest rate to the Freddie Mac Rate in contravention of the HAMP guidelines. Therefore, we appealed and in response to the appeal, the house again was misvalued. We submitted the appraisal, but at this time, the appraisal was rejected by the lender as too old.
7. After being denied for HAMP II, we continued to fight and the bank because there was no reason that we should not have saved our house. We complied with the guidelines and responded to the bank. After fighting with the lender, we were then offered a repayment plan. The repayment plan was in total approximately \$10,000 a month.
8. It has been a long, exhausting and stressful process - we have wanted to give up so many times, but we do not want to be a statistic. We feel very strongly that the lender has mismanaged our file throughout this whole process and we hope

that with the court's loss mitigation process and our current attorney, we can get a fair opportunity to save this home.

9. Throughout the process, the lender has always been willing to review us for a modification and has approved us multiple times. The lender never denied us an opportunity to be reviewed. However, even though the lender conducted a review and even sent us a workout, the lender has never permitted the workout to be finalized. It seems to me as if we qualify for the modification but for some reason, the lender finds excuses not to permanently modify our loan. On the surface, it appears that the lender is giving us an opportunity, but in reality, the lender is not giving us an opportunity.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: January 3, 2018



Maryleny Leonardo